

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
L&M COMPANIES, INC.

Plaintiff.

- against -

THE ALPHAS COMPANY OF NEW YORK, INC., THE
ALPHAS COMPANY, INC., and YANNI ALPHAS a/k/a
JOHN ALPHAS.

Defendants.
-----X

CIVIL NO. 07 CV

3111 (JSR)

**ORDER TO SHOW CAUSE
AND TEMPORARY
RESTRAINING ORDER**

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4-19-07

Upon the affidavit of Carol McLean, sworn to on April 17, 2007, and the exhibits annexed thereto, and the Attorney Certification Why Notice Should Not Be Required Pursuant To Rule 65(b), and upon the copy of the complaint hereto and pleadings in support, annexed, it is

ORDERED, that the above-captioned defendants show cause before a motion term of this Court, located at Room 14B, 500 Pearl Street, New York, New York, on April 26 2007 at 10 o'clock 4 .m., or as soon thereafter as counsel can be heard, why an order should not be issued pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining the defendants, their customers, agents, officers, subsidiaries, assigns, and banking institutions, during the pendency of this action, from alienating, dissipating, paying over or assigning any assets of The Alphas Company of New York, Inc. and The Alphas Company, Inc. or their subsidiaries or related companies except for payment to plaintiff until further order of this Court or until defendants pay plaintiff L&M Companies, Inc. the sum of \$55,962.75 by bank check or wire transfer, at which time this Order shall be dissolved; and it is further

~~**ORDERED**, that, sufficient reason having been shown therefor, pending the hearing of plaintiff's application for a preliminary injunction, pursuant to Rule 65, Fed. R. Civ. P., the defendants, their customers, agents, officers, subsidiaries, assigns, and banking institutions are~~

JSR

temporarily restrained and enjoined from alienating, dissipating, paying over or assigning any assets of The Alphas Company of New York, Inc. and/or The Alphas Company, Inc., or its subsidiaries or related companies except for payment to plaintiff until further order of this Court or until defendants pay plaintiff the sum of \$55,962.75 by bank check or wire transfer, at which time this Order shall be dissolved; and it is further

~~ORDERED~~ that bond shall be waived in view of the fact that defendants now hold \$55,962.75 worth of plaintiff's assets; and is further

ORDERED that service of a copy of this order and annexed affidavits and supporting documents and the summons and complaint, by Federal Express or other nationally recognized overnight delivery service upon the defendants on or before April ^{4:55 PM} 20, 2007, shall be deemed good and sufficient service thereof.

DATED: New York, New York
April 19, 2007

*Opposition papers from defendants
are due in Judge Rakoff's chambers by 12 Noon, April
24, 2007*

John F. Keenan
United States District Judge
Part I

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
L&M COMPANIES, INC.

Plaintiff,

- against -

THE ALPHAS COMPANY OF NEW YORK, INC., THE
ALPHAS COMPANY, INC., and YANNI ALPHAS a/k/a
JOHN ALPHAS,

Defendants.
-----X

CIVIL NO. 07 CV

**ATTORNEY
CERTIFICATION
WHY NOTICE SHOULD
NOT BE REQUIRED
PURSUANT TO RULE 65(b)**

The undersigned represents plaintiff in this action to enforce the trust provisions of the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c).

Notice of this motion should not be required because notice will afford defendants an opportunity to dissipate trust assets that are required by statute to be held for the benefit of plaintiffs, who are PACA trust creditors of defendants.

Defendants are under a statutory duty to pay promptly for produce from the trust established by statute. Defendants have failed to pay, despite repeated demands. It appears that defendants are failing to maintain sufficient assets in the statutory trust and have dissipated the PACA trust required to be maintained in favor of plaintiffs. It further appears that defendants, in contravention of PACA, do not have cash freely available to satisfy their trust obligations.

Advising defendants of the pendency of this motion will allow defendants to continue to pay non-trust debts with trust assets prior to the hearing in order to avoid serious personal liabilities, such as criminal liability for failure to pay withholding taxes. As noted in the House Report on the PACA trust amendment, once trust assets are dissipated, it is all but impossible to recover them. H.R. Rep. No. 543, 98th Cong., 2d Sess. 4 (1983), reprinted in 1984 U.S. Code & Admin. News 405, 411. See also Tanimura & Antle, Inc. v. Packed Fresh Produce, Inc., 222

F.3d 132 (3rd Cir. 2000); J.R. Brooks & Son, Inc. v. Norman's Country Market, Inc., 98 B.R. 47 (Bkrty. N.D. Fla. 1989); East Coast Fruit v. Thomas J. Gatzolis & Co., 774 F.Supp. 449 (N.D. Ill. 1991); and Gullo Produce Co., Inc. v. Jordan Produce Co., Inc., 751 F.Supp. 64 (W.D. Pa. 1990).

Entry of a temporary restraining order without notice guarantees the performance of the statutory duty to preserve and pay trust assets, and prevents any further dissipation pending a hearing, which can be scheduled forthwith.

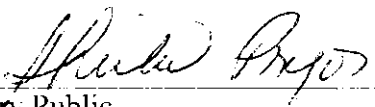
Dated this 18th day of April, 2007

LAW OFFICES OF BRUCE LEVINSON
Attorneys for Plaintiff

By: 

Gregory Brown (GB1977)
747 Third Avenue, 4th Floor
New York, New York 10017-2803
(212) 750-9898

Subscribed and sworn before me this 18th day of April, 2007.



Notary Public

SHEILA PRYOR
Notary Public, State of New York
No. 01PR6053860
Qualified in New York County
Commission Expires Jan. 22, 2011

U.S.C. §499a and operates subject to and is licensed under the PACA.

c. Upon information and belief, Yanni Alphas a/k/a John Alphas was responsible for the day-to-day operations of Alphas during the time in question and was in a position of control over the PACA trust assets belonging to plaintiff.

5. The sales and accounts receivable records of L&M including invoices and account statements, are made in the ordinary course of business and are made at or near the time of the occurrence of the event of which they are a record. These business records are made by me or under my direction and supervision by employees whose duty it is to prepare such documents.

6. My responsibilities include monitoring the sale of perishable agricultural commodities, including those sales that are the subject of this dispute. My responsibilities also include supervising collection of the accounts receivable for such sales, including the accounts of Alphas NY and Alphas which are the subject of the present application. I have custody and control of the sales and accounts receivable records of L&M as they relate to Alphas NY and Alphas and I am thoroughly familiar with the manner in which those records are compiled.

7. Between March 13, 2007 and March 16, 2007, L&M sold and delivered to Alphas NY, in interstate commerce, various wholesale lots of produce worth \$17,613.00 which remains unpaid. (Copies of the outstanding invoices are attached hereto as Exhibit A.)

8. Between December 15, 2006 and December 22, 2006, L&M sold and delivered to Alphas, in interstate commerce, various wholesale lots of produce worth \$38,349.75 which remains unpaid. (Copies of the outstanding invoices are attached hereto as Exhibit B.)

9. Defendants accepted the produce received from L&M without exception.

10. L&M preserved its interest in the PACA trust in the amount of \$55,962.75 by timely delivering invoices to defendants, which contained the language required under Section 5(c) of the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c).

11. Defendants are obligated to hold in trust all produce-related assets received from the sale of produce in order to pay \$55,962.75 to L&M.

12. Defendants have repeatedly promised to pay but have not done so.

13. On February 5, 2007, Alphas delivered to plaintiff a check in the amount of \$8,191.00 to cover a portion of the outstanding balance owed by Alphas to L&M. A note affixed to the check requested that plaintiff not deposit these funds until April 13, 2007. (A copy of the check and notice are attached hereto as Exhibit C.) Accordingly, Alphas was unable to make prompt payment of even a portion of the debt.

14. More recently, Mr. Alphas informed me that defendants are owed approximately \$500,000.00 by a company located in Montreal, Canada, and that he would not be able to pay L&M until he receives these funds. This is an express admission that defendants have insufficient cash on hand.

15. Defendants' failure, refusal and inability to pay demonstrates that defendants are failing to maintain sufficient assets in the statutory trust and are dissipating assets.

16. Unless the assets of the defendant corporation are frozen, it is likely the trust assets will continue to be dissipated. As a result, L&M will suffer immediate and irreparable harm because it will lose the trust assets and rights that are owed under the statute.

17. Alphas NY and Alphas are merely alter egos employed by the individual defendant to conduct business throughout the United States. On at least one occasion, L&M has received payment from Alphas NY for goods sold and delivered to Alphas in Massachusetts. (A copy of one such invoice and the corresponding payment are attached hereto as Exhibit D.) Furthermore, orders

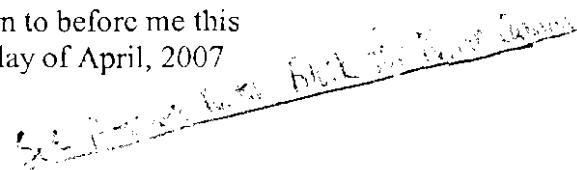
for both companies are made by Mr. Alphas personally, from the same office. He has only one telephone number at which we reach him. Similarly, Mr. Alphas makes no distinction between orders placed on behalf of Alphas NY and Alphas; when orders are picked up from L&M, they are taken to either Massachusetts or New York without regard to the purchasing entity.

18. No provisional remedy has been secured or sought in this action, and no prior application has been made for the same or similar relief as is sought herein.

I do solemnly declare under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.


CAROL McLEAN

Sworn to before me this
___ day of April, 2007



Notary Public

NORTH CAROLINA
Wake County

I Tammie M. Ruyear, a Notary Public for the County of Wake, State of North Carolina,
do hereby certify that Carol McKein personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 17th day of April 2007.

(Official Seal)

Tammie M. Ruyear
NOTARY PUBLIC

My commission expires October 29th, 2010.

4/12/2007 1:04 PM

L&M Companies, Inc.
A/R Aged Analysis
Report Date: 4/12/2007

Customer: 33312 ALPHAS COMPANY OF NEW YORK

Account:	33312 ALPHAS COMPANY OF NEW YORK				Credit Limit:	105,000.00	Company Total:	1,613.00			
Account Status:					% of Credit Limit:	17.6 %	Average Days to Pay:	20			
Phone:	485-951-6000 (nyc)				% of Open Receivables:	100.00 %					
Inv. Date	Load#	Year	Sales Code	Customer PO	Invoice No.	Days Old	Current	11-30 Days	31-45 Days	> 45 Days	Total
03/16/07	WZ-	1407.007	CWZ1	15279	1393842	27	0.00	15,850.50	0.00	0.00	15,850.50
03/13/07	WZ-	1491.007	CWZ1	15281	1393220	30	0.00	1,762.50	0.00	0.00	1,762.50
							0.00	17,613.00	0.00	0.00	17,613.00
							0.00	17,613.00	0.00	0.00	17,613.00



Completely obsessed
with produce

INVOICE

2925 Hurligh Dr. Suite 204 Raleigh, NC 27604-3374

CHF

If you have questions, please contact:
Account Receivable Specialist

Sherrie Campbell
Telephone: 800-822-2016 Extension: 8084
Fax: 919-875-4044
Sherrie.Campbell@lmcompanies.com

33312
ALPHAS COMPANY OF NEW YORK
ACCOUNTS PAYABLE
223 TO 225 ROW B
HUNTS POINT TERMINAL MKT
NEW YORK, NY 10474

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DATE	SALESPERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
3-13-07	Chuck Zeutenhorst	15281	3/23/07	1393220
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
3-9-07		FOB	WZ-1491.0	Net 10 Days
QUANTITY	DESCRIPTION		PRICE	EXTENSION
235.00	Apples - WA G Smith 12/3# XF		7.50	1,762.50
235.00				

1,762.50

REMIT TO: L & M Companies, Inc., P.O. Box 890474, Charlotte, NC 28289-0474

www.lmcompanies.com

PACA TERMS APPLY

Interest at 1.5% per month added to unpaid balance. Interest and attorneys fees necessary to collect any balance due hereunder shall be considered a sum owing in connection with this transaction under the PACA trust.

The seller that agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 50 of the Perishable Agricultural Commodities Act (7 U.S.C. 403 (e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories thereof, or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.



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INVOICE

2925 Huntleigh Dr., Suite 204 Raleigh, NC 27604-3374

CHF

If you have questions, please contact:
Account Receivable Specialist

Sherrie Campbell
Telephone: 800-822-2016 Extension: 8084
Fax: 919-875-4044
Sherrie.Campbell@lmcompanies.com

33312
ALPHAS COMPANY OF NEW YORK
ACCOUNTS PAYABLE
223 TO 225 ROW B
HUNTS POINT TERMINAL MKT
NEW YORK, NY 10474

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DATE	SALESPERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
3/16/07	Chuck Zeulenhorst	15279	3/26/07	1393842
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
3/16/07		FOB	WZ-1467.0	Net 10 Days
QUANTITY	DESCRIPTION	PRICE	EXTENSION	
49.00	Apples - WA G. Smith 100 FCY	10.00	490.00	
98.00	Apples - WA G. Smith 12/3# XF	9.50	931.00	
14.00	Apples - WA G. Smith 64 FCY	12.00	168.00	
22.00	Apples - WA G. Smith 72 FCY	12.00	264.00	
62.00	Apples - WA G. Smith 80 FCY	12.00	744.00	
98.00	Apples - WA Gold Del 100 XF	22.00	2,156.00	
98.00	Apples - WA Gold Del 80 XF	24.00	2,352.00	
186.00	Apples - WA Red Del 12/3# XF	9.50	1,862.00	
343.00	Pears - D'Anjou Wrap 80 FCY	20.00	6,860.00	
893.00				
1.00	Recorder	23.50	23.50	

15,850.50

Record No. 373063
Truck No. 1219 SY WA

REMIT TO: L & M Companies, Inc., P.O. Box 890474, Charlotte, NC 28289-0474

www.lmcompanies.com

PACA TERMS APPLY

Buyer hereby agrees to pay a balance. Interest and attorneys fees necessary to collect any balance due hereunder shall be considered paid, following in connection with this transaction under the PACA trust.

The commodities listed on this invoice are sold subject to the statutory trust authorized by Section 50 of the Perishable Agricultural Commodities Act (1930 (7 U.S.C. 499 (a)(3))). The seller of these commodities retains a trust claim over these commodities and inventories of such commodities derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

L&M Companies, Inc.

A/R Aged Analysis

Report Date: 4/12/2007

Customer: 33311 ALPHAS COMPANY INC

Date Printed:

4/12/07 10:13 AM

Account: 33311 ALPHAS COMPANY INC

Account Status:

Phone: 617-884-5921 Angela MA

Inv. Date	Load/Year	Sales Code	Customer PO	Invoice No.	Days Old	Current	11-30 Days	31-45 Days	> 45 Days	Total	
12/15/06	N-3409.0 06	TJB1		1377193	118	0.00	0.00	0.00	8,191.00	8,191.00	TS
12/21/06	N-3456.0 06	TJB1		1378360	112	0.00	0.00	0.00	11,978.75	11,978.75	W
12/22/06	N-3488.0 06	TJB1		1378593	111	0.00	0.00	0.00	18,180.00	18,180.00	W
						0.00	0.00	0.00	38,349.75	38,349.75	
						0.00	0.00	0.00	38,349.75	38,349.75	

check # 18515 rec'd -
deposit 4/13 per yessie



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1000 Morrisville Road, Suite 204 Raleigh, NC 27604-3374

OFF

If you have questions, please contact
Account Receivable Specialist

Sherrie Campbell
Telephone: 800-822-2016 Extension: 6084
Fax: 910-975-4044
Sherrie.Campbell@lmccompanies.com

ALPHA COMPANY INC
ACCOUNTS PAYABLE
8000 S. 10th
NEW ENGLAND PRODUCE CENTER
ONE SEA WALK 150

DATE	SALES PERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
12/17/06	Ty Baler		12/25/06	1377193
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
12/19/06		FOB	N-34093	Net 10 Days
QUANTITY	DESCRIPTION	PRICE	EXTENSION	
50.00	Citrus - Green 1 1/2 Plain (Product of Mexico)	3.00	150.00	
425.00	Honeydews - Carton 5 Ct Mexico	2.00	850.00	
425.00	Honeydews - Carton 8 Ct Mexico	3.05	1286.50	
337.00	Honeydews - Carton 9 Ct Mexico	3.85	1295.45	
1260.00				
				2191.00

REMIT TO: L & M Companies, Inc., P.O. Box 390474, Charlotte, NC 28239-0474

www.lmccompanies.com

PACA TERMS APPLY

Buyer hereby agrees to indemnify and hold Seller harmless from all interest and attorneys fees necessary to collect any amount due from Buyer by the Seller or its agent, in connection with this transaction under the P.A.C.A. trust.

Buyer hereby agrees that all commodities listed on this invoice are sold subject to the statutory trust authorized by Section 50 of the Perishable Agricultural Commodities Act, 7 U.S.C. 409 (et seq.). The seller of these commodities retains a trust claim over these commodities, all inventories thereof and their proceeds derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.



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INVOICE

01/24/2007 12:11:16 PM FAX# 919-375-4044

CHF

If you have questions, please contact:
Account Receivable Specialist

Sherrie Campbell
Telephone: 800-822-2016 Extension: 8084
Fax: 919-375-4044
Sherrie.Campbell@lmccompanies.com

ALPHAS COMPANY INC
ACCOUNTS PAYABLE
1000 & 8th St
NEW BRUNSWICK PRODUCE CENTER
MILLSBORO, VA 22103

01/24/2007 12:11:16 PM

DATE	SALESPERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
12/21/06	TJ Bauer		12/31/06	1378360
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
12/13/06		FOB	N-3456.0	Net 10 Days
QUANTITY	DESCRIPTION	PRICE	EXTENSION	
30.10	Greenpeas - Carton 5 Ct Mexico	11.35	4210.85	
134.10	Greenpeas - Carton 9 Ct	6.65	7,767.90	
164.20				
				11,978.75

REMIT TO: L & M Companies, Inc., P.O. Box 89,474, Charlotte, NC 28289-4774

www.lmccompanies.com

PACA TERMS APPLY

Interest and attorneys fees necessary to collect any balance due hereunder shall be considered as being owing in connection with this transaction under the PAGA Trust.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 50 of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 439 (e)(1)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.



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with produce

INVOICE

If you have questions, please contact:
Account Representative Specialist

Sherrie Campbell
Telephone: 800-822-2016 Extension: 6064
Fax: 910-975-4044
Sherrie.Campbell@lmccompanies.com

Invoice # 1378593 Date 10/21/06

CHF

1378593
L & M COMPANIES, INC.
ACCOUNTS PAYABLE
5110A & 5110B
N. WINDLAND AVE. LUCE CENTER
HELIX, MA 02130

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DATE	SALESPERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
10/21/06	TJ Sauer		11/1/07	1378593
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
10/21/06		FOB	N-3488.0	Net 10 Days
QUANTITY	DESCRIPTION	PRICE	EXTENSION	
94.00	Honeydews - Carton 10 Ct	5.35	449.40	
94.00	Honeydews - Carton 8 Ct Mexico	15.35	1,443.75	
27.00	Honeydews - Carton 8 Ct Mexico	11.35	3,064.85	
1,443.75				

18,180.00

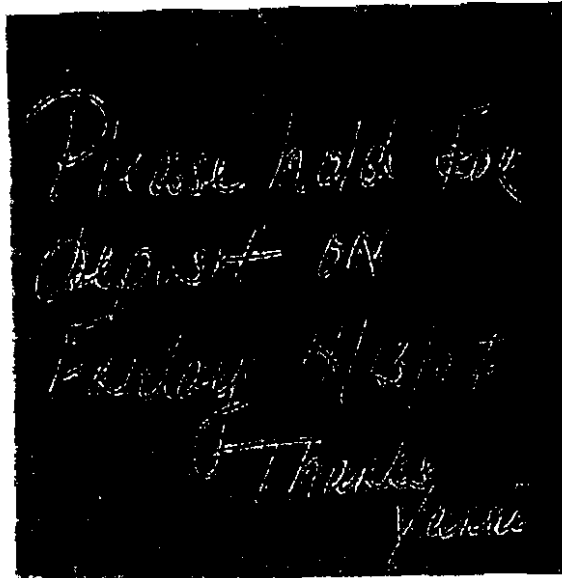
REMIT TO: L & M Companies, Inc., P.O. Box 890474, Omaha, NE, NE 68189-0474

www.lmccompanies.com

PACA TERMS APPLY

We warrant that we will apply the unpaid balance, interest and attorneys fees necessary to collect any balance due per vendor shall be considered as being owing in connection with this transaction under the PACA trust.

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5b of the Perishable Agricultural Commodities Act (1930) (7 U.S.C. 1445 (e)(3)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other perishables derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.



THE ALPHAS COMPANY, INC.

18545

L&M Companies

February 5, 2007


Invoice No.	Invoice Date	Shipper Order No.	Load No.	Lot No.	Amount	Discount	Net Amount
1377193	12/18/06	N-3409	8210	9908	12,965.50	0.00	12,965.50
1377193C	12/15/06				-4,774.50	0.00	-4,774.50

Total

8,191.00

18545

THE ALPHAS COMPANY, INC.
 1000 NEW YORK AVENUE
 WELLES HILLS, NY 10596

 Danversbank
 1000 NEW YORK AVENUE
 WELLES HILLS, NY 10596

DATE

AMOUNT

ONE THOUSAND NINE HUNDRED NINETY ONE AND 0/100 DOLLARS

February 5, 2007

Yvonne
 1000 New York Ave
 Welles Hills, NY 10596

1000 NEW YORK AVENUE WELLES HILLS, NY 10596



Completely obsessed
with produce

INVOICE

Before making changes to this invoice or if you have questions, please contact:

ANN

Accounting

1-800-822-2016

Account Specialist

Sherrie Campbell

Extension: 8084 Fax: 919-875-4044

Sherrie.Campbell@lmcompanies.com

2925 Hantleigh Dr., Suite 204 • Raleigh, NC 27604-3374

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O 33311
I ALPHAS COMPANY INC
O ACCOUNTS PAYABLE
51-52 S. 93-00
NEW ENGLAND PRODUCE CENTER
CHARLESTON, MA 02150
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DATE	SALESPERSON	CUSTOMER PO #	PAYMENT DUE DATE	INVOICE #
12/13/06	JOEL TO BAYER	yani	12/23/06	1318743
DATE SHIPPED	SHIPPED VIA	FREIGHT TERMS	LOAD #	TERMS
12/18/06		FOB	N- 3374.0	Net 10 Days

QUANTITY	DESCRIPTION	PRICE	EXTENSION
100.00	WATER 1/2 Green 1 1/2 Pints (Product #	5.00	500.00
100.00			
			500.00

REMIT TO: L & M Companies, Inc., P.O. Box 890474, Charlotte, NC 28289-0474

www.lmcompanies.com

PACA TERMS APPLY

ALL produce is sold on consignment and title remains with the grower until the produce is sold to the consumer. The grower warrants that the produce is free from all diseases, pests, and other defects and is of the quality and quantity described on the invoice. The grower warrants that the produce is free from all diseases, pests, and other defects and is of the quality and quantity described on the invoice. The grower warrants that the produce is free from all diseases, pests, and other defects and is of the quality and quantity described on the invoice.

© 2005, Inc. 09-03-0150/2007 2 at 3, 24-100 Seq.24 Page 5002.09

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THE APPLAS COMPANY OF NEW YORK, INC.

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...and ...

J. A. M. Company, Ltd.,

P. O. Box 29, 171

7110 3333 M 1010-1011

ANFIS

0177 974 0570 268000077021 0177 974 0570

THE ALPHAS COMPANY OF NEW YORK, INC.
HUNTS POINT PRODUCE MARKET

INTERVIEW

LMTRUC

L. & M. Companies, Inc.

[illegible]

11/07/06

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Check # 31441

playing invoice

#1376743

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31441

2009

06-07-2019